

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----x
THE NORTHWESTERN MUTUAL LIFE
INSURANCE COMPANY,

Plaintiff,

- against -

MARIE LISOWSKI AS TRUSTEE FOR THE
BENEFIT OF MATTHEW J. LISOWSKI AND
JOETTA LISOWSKI,

Defendants.

-----x
**AMENDED
ANSWER WITH
CROSS-CLAIM AND
COUNTERCLAIM**

(ECF)
07 Civ. 6619 (KMK) (LMS)

Defendant, MARIE LISOWSKI AS TRUSTEE FOR THE BENEFIT OF MATTHEW J. LISOWSKI, as and for an Answer to the Interpleader Complaint, together with a Cross-Claim and Counterclaim, alleges the following upon information and belief:

1. Admits the allegations contained in Paragraphs "1," "2," "3," "4," "5," "6," "7," "8," "11," "12" and "13" of the Complaint.

2. Admits the allegations contained in Paragraph "9" of the Complaint, but only to the extent of the facts and circumstances that existed as of July 10, 2006.

3. With respect to the allegations contained in Paragraph "10" of the Complaint, admits that decedent passed away on March 5, 2007, but denies knowledge or information sufficient to form a belief as to the remaining allegations.

4. Denies knowledge or information sufficient to form a belief as to the allegations contained in Paragraphs "14," "15" and "16" of the Complaint.

AS AND FOR A COUNTERCLAIM AND CROSS-CLAIM

5. Marie Lisowski repeats and affirmatively alleges on her own behalf all allegations set forth in Paragraphs "1," "2," "3," "4," "5," "6," "7," "8," "11," "12" and "13" of the Interpleader Complaint.

6. Northwestern Mutual Life Insurance Policy No. 15666399 insuring decedent Joseph Lisowski was purchased by him solely to comply with Section 22.1 of the Stipulation of Settlement and Agreement ("Stipulation of Settlement") incorporated into the Judgment of Divorce granted to decedent and Marie Lisowski on December 29, 1995.

7. Pursuant to the Declaration Of Beneficiaries By Owner made a part of the

-2-

Life Insurance Policy purchased by decedent from plaintiff Northwestern Mutual, such Policy was purchased by Joseph Lisowski to comply with the terms of the Stipulation of Settlement.

8. Upon the decedent's death on March 5, 2007, Matthew Lisowski was not emancipated pursuant to the terms of the Stipulation of Settlement.

9. Decedent's obligation under the Stipulation of Settlement to maintain life insurance for Marie Lisowski as Trustee for the benefit of Matthew Lisowski had not terminated as of the date of decedent's death.

10. Upon decedent's death, Marie Lisowski as Trustee for the benefit of Matthew Lisowski became entitled to payment of \$150,000 under the terms of the Northwestern Mutual Policy and the Stipulation of Settlement.

11. Marie Lisowski as Trustee of the benefit of Matthew Lisowski is entitled to payment in full of the \$150,000 remaining proceeds of the Northwestern Mutual Policy that Northwestern Mutual seeks to deliver to the Court pursuant to the Interpleader Complaint.

WHEREFORE, Marie Lisowski requests that the Court enter judgment:

- A. awarding her the sum of \$150,000 of remaining proceeds from the Northwestern Mutual Policy, as Trustee for the benefit of Matthew Lisowski;
- B. dismissing in their entirety any other claims made to the \$150,000 remaining proceeds of the Northwestern Mutual Policy; and
- C. together with such other and further relief that the Court deems proper.

By: s/

DAVID R. WISE (DW - 3016)
GELLERT & KLEIN, P.C.
Attorneys for Marie Lisowski
as Trustee for the Benefit of Matthew Lisowski
75 Washington Street
Poughkeepsie, New York 12601

Dated: Poughkeepsie, New York
September 11, 2007

-3-

TO: RIVKIN RADLER LLP
Attorneys for Plaintiff
926 Reckson Plaza
Uniondale, New York 11556-0926
Attn: Norman L. Tolle, Esq.

LIEBERMAN & LEBOVIT
Attorneys for Defendant Joetta Lisowski
Suite 210 Brookside Park
345 Kear Street
Yorktown Heights, New York 10598
Attn: Mitchell Lieberman, Esq.